

**CONTRACT  
BETWEEN THE  
BOARD OF EDUCATION OF GREEN BROOK  
THE TOWNSHIP OF GREEN BROOK, NEW JERSEY  
AND  
THE GREEN BROOK EDUCATION ASSOCIATION**

***JULY 1, 1994 - JUNE 30, 1996***

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## PREAMBLE

This Agreement entered into as of the 1st day of July 1994 by and between the Board of Education of Green Brook, the Township of Green Brook, New Jersey, hereinafter called the "Board", and the Green Brook Education Association, hereinafter called the "Association".

## ARTICLE 1

### RECOGNITION

- A. The Board hereby recognizes the Association as the present exclusive representative for collective negotiation concerning the terms and conditions for employment for the following regularly employed full-time and part-time personnel under contract or on leave:

Classroom Teachers  
Nurses  
Guidance Counselors  
Librarians  
Social Workers  
School Psychologist  
Resource Room Teachers  
Learning Disabilities Specialist  
Speech Therapist  
Bus Drivers  
Custodial Employees  
Secretarial Employees  
Classroom and Transportation Aides  
Library Aides

excluding Head Custodian, substitute teachers, lunchroom aides, and the Secretarial/Clerical staff employed in the offices of the Superintendent of Schools and the Board Secretary/Business Administrator.

- B. Except for bus drivers employed by the Board, this Agreement does not include casual or seasonal employees. By way of illustration and not by way of limitation, it does not include help employed through the C.E.T.A. or like programs, summer employment for grounds or building work, students who may be used through the C.I.E. program, substitutes, or any temporary employee utilized through a temporary employment agency.
- C. Unless otherwise indicated, the term "employees", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined and reference to male employees shall include female employees.

- C. The parties further agree that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- D. 1. Any individual employee shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievances, he shall have the right to present his own appeal or designate representatives of the Association or other persons of his own choosing (other than representatives of a minority employee organization) to appear with him or for him at any step in his appeal after Level 1 set forth in Section E. of this Article.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at Level 2 set forth in Section E. of this Article, or at any later level:
- a. be notified in writing by the Administration that the grievance is in process;
  - b. have the right to be present and to present its position in writing at all hearing sessions held concerning the grievance;
  - c. receive a copy of all decisions rendered.
3. All grievances must be presented at Level 1 as set forth in Section E. of this Article within thirty (30) calendar days from the date the cause of the grievance occurs. In the event a grievance is filed at such time that it cannot be processed through all the levels of this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school-year could result in irreparable harm, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.
- E. 1. Level 1
- Any aggrieved person shall discuss his grievance first with his principal or immediate superior in an attempt to resolve the matter informally.
2. Level 2
- If the grievance has not been resolved to the aggrieved person's satisfaction at Level 1 within five (5) school days after the grievance has been discussed with the principal or immediate superior, he may within five (5) additional school days thereafter, either individually or through his designated representative, set

decision, Board policies, or withholding of increments, the aggrieved employee may elect to have the matter referred for binding arbitration by filing a written request for arbitration with the appropriate agency and with the Secretary of the Board of Education within ten (10) school days after the Level 4 answer or the time specified for the Level 4 answer. The request for arbitration shall be submitted to the American Arbitration Association (AAA) or Public Employment Relations Commission (PERC) under the Voluntary Arbitration Rules of the American Arbitration Association. The arbitrator shall thereupon conduct a hearing to determine the facts and make a recommendation to the parties for the resolution of the grievance. The recommendation of the arbitrator shall be binding on the parties. In no event shall the recommendation have the effect of adding to, modifying, or amending the provisions of this Agreement, nor shall it be contrary to any applicable statute or rules and regulations of the State Board of Education or the Commissioner of Education. The fees of the arbitrator and the expenses of the hearing shall be shared equally by the Association and the Board but each party shall be responsible for its own expenses with respect to the hearing.

- F. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- G.
  - 1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level 3.
  - 2. All documents, communications, and records dealing with the processing of a grievance, other than official records, shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.
  - 3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
  - 4. All meetings and hearings under this procedure shall, to the extent possible, be conducted in private and, to the extent possible, shall include only parties in interest and their designated or selected representative, heretofore referred to in the Article.

This section shall not apply to a nontenured teacher not being reemployed or to the appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

- C. No custodian, secretary, aide or bus driver shall be disciplined or discharged without good cause. Any such action shall be subject to the grievance procedure herein set forth through Level 4. Such grievances may not be arbitrated under the provisions of Level 5.

## ARTICLE 6

### ASSOCIATION PRIVILEGES

- A. Whenever any teacher representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- B. The Board agrees to provide to the Association upon reasonable request all information within the possession of the Board which the Association requires to carry out its obligations as majority representative during the negotiations process and in the investigation of grievances.
- C. Association support staff representatives will be permitted to attend one (1) meeting per month during scheduled work hours provided the lost time is made up within the current or following pay period. Such employee(s) shall punch out and punch in in order to indicate the lost time to be made up.
- D.
  - 1. The Board shall not pay Association representatives for time lost during their regular working hours except for time lost to attend meetings which are held at the specific request of the Board or its designee. Compensation for time lost to attend meetings held at the specific request of the Board or its designee shall be at straight-time hourly rates.
  - 2. It is expressly understood that quarterly meetings, grievance meetings, arbitration, court or other hearings before any governmental agency or body and negotiations for labor agreements shall not be considered as meetings held at the specific request of the Board or its designee for the purpose of D.I. above as it applies to support staff.
  - 3. a. For the purpose of D.I. above, the Board shall compensate teaching staff unit members, either through approved personal business leave or payment, for up to a total of ten (10) unit member days per school year under the following formula for time lost to participate in court or other hearings before any governmental agency or body. This total of ten (10) days is the total for all unit members. It does not mean that each member may receive ten (10) days. The formula requires that:

- C. The following will be one-session days: the first student school day; the school days immediately preceding the Thanksgiving, Christmas and Spring vacations; the last two student school days in June. No teacher in-service or faculty meetings will be scheduled on these days.
- D. Parent-teacher conferences in the schools shall occur on the Monday and Tuesday evening of Thanksgiving week. Each of these days shall be one-session days. Conferences shall also occur on either Monday or Tuesday afternoon of the same week. The individual teacher may choose which afternoon he is available for such conferences. In the event that no conferences have been requested by parents for any one of these scheduled conference periods, the teacher shall not be required to remain.
- E. Faculty and other after-school meetings for full time faculty, with the exception of extracurricular activities, shall not exceed six (6) per month but no more than four (4) of these meetings shall be faculty meetings. Such meetings shall begin at the end of the teachers work day as defined in Article 10 Section A and extend for a maximum of one (1) hour in duration. Except in the case of emergency, such meetings shall not be held on Fridays, or the work day immediately preceding a holiday or vacation period. Specific dates for faculty meetings shall be furnished thirty (30) days in advance except for emergencies. September and October faculty meeting dates shall be furnished in early September.

## ARTICLE 8

### TEACHER EMPLOYMENT

- A. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30 or the date consistent with the statutory deadline, whichever is later, and shall sign their contracts by the date set by law.
- B. Summer positions shall be posted by May 15 and filled at the regular Board meeting in June.
- C. Area facilitator positions shall be posted by April 30 each year and positions shall be filled at the regular Board meeting in June.

## ARTICLE 9

### HOURS OF WORK AND OVERTIME - SUPPORT STAFF

- A. Standard Work Day and Work Week - Twelve-Month Clerical Employees

The standard work day (regularly scheduled) shall consist of eight (8) hours and the standard work week (regularly scheduled) shall consist of forty (40) hours, but this

**G     Overtime Pay - Saturday**

One and one-half (1-1/2) times the clerical and custodial employee's rate of pay shall be paid for all hours worked on Saturday.

**H     Overtime Pay - Sunday**

Two (2) times the clerical and custodial employee's rate of pay shall be paid for all hours worked on Sunday.

**I.     Assignment of Overtime**

1.     Overtime will normally only be assigned to those employees requesting it. The parties recognize that there are unusual circumstances which require the assignment of overtime by the Board or its Administration. Custodians shall be notified, if possible, by Wednesday of any scheduled overtime work for the following weekend.
2.     Based upon seniority, assignments to overtime shall be rotated. If overtime is offered to the senior person and it is refused, the offer shall be made to the next senior person until each person on the list has been made the offer of overtime or a person has accepted the assignment.

- The next time overtime is required in the building, the supervisor shall begin
- with the next name down on the list from the last employee who worked overtime.

**J.     Pay for Holiday Work**

An eligible clerical or custodial employee shall be paid one and one-half (1-1/2) times the regular rate of pay for all hours worked on the holidays listed in Article 20 plus eight hours holiday pay.

**K.     Non-Pyramiding**

If an employee shall be entitled to overtime or premium compensation under more than one provision of this contract for any time worked by him, he shall be paid for such time at the highest rate applicable under any of such provisions, but hours compensated for at overtime or premium rates shall not be counted further in determining overtime or premium liability under the same or any other of such provisions.



Administration shall rotate such assignments among all full-time teaching staff members in the middle school. No teacher shall be required to chaperone more than once in two (2) years. The limitation set forth in the previous sentence does not apply to teachers receiving an extra curricular or athletic stipend for the activity involved.

**D. Preparation Periods**

1. IEF - all full time teachers shall be provided with five (5) preparation periods per week.
2. GBMS - Six (6) teaching periods may be assigned to full-time teachers at the Middle School. Teachers with six (6) teaching periods shall receive seven (7) preparation periods per week with at least one (1) every day.
3. The attempt will be made to assign preparation periods evenly across the school week, however, it is recognized that this may not be possible for all teachers.
4. "Resource assignments" are not defined as "teaching periods" but are defined as "duty assignments".
5. Subject to the full-time teachers' rights to preparation periods and a duty-free lunch period in accordance with the provisions of this Article, duty assignments may be assigned for the remaining periods during the school day.

**E. Unauthorized Absence**

1. Each staff member, when absent from his position for any reason whatsoever, shall give immediate notice to his principal or supervisor or designee stating the reason for the absence and its probable duration.
2. Any staff member who shall be absent from his position, other than as a result of approved leave in accordance with the Collective Bargaining Agreement between the Board of Education and the Green Brook Education Association, shall be considered on an unauthorized absence and shall have deducted from salary the following:
  - a. 1/200th of his annual salary for each full day of absence
  - b. 1/7th of a full day's salary (1/200th) for each teaching period or portion thereof in instances where a full day's absence has not occurred.
3. Any unauthorized absence for a portion of a teaching period shall be construed as an absence for the entire teaching period. In the event a duty-free period

- D. Work performed in curriculum development shall be compensated at the rate of \$20.30 per hour effective July 1, 1994.
- E. Effective July 1, 1994, teachers who give up a preparation period under Article 10, D. to teach a class either because of a colleague's absence or the unavailability of the scheduled specialist will receive \$20.30 for each such period.
- F. Effective July 1, 1994, those employees performing school day detention coverage under the provisions of Article 10, E. shall be compensated at the rate of \$20.30 per period (45 minutes).
- G. Unit members conducting in-service workshops or evening workshops will receive \$29.00 per hour effective July 1, 1994. Compensation is based on actual teaching time only.
- H. Unit members who drive their students in a school van to away meets and/or matches or school-sponsored trips will receive a stipend of \$36.25 per trip effective July 1, 1994. The unit member must possess a current van license.
- I. Unit members agreeing to attend summer workshops at the request of the Board shall be paid \$108.70 for a full day workshop (pro-rated for workshops shorter than the teachers work day) effective July 1, 1994 and shall be paid mileage (from home to the workshop and home again) at the prevailing IRS rate per mile, shall have no unnecessary deductions taken out of the summer checks, and shall have such checks mailed to the teachers' home as soon as possible immediately following the workshops. Attendance on the part of the member at such workshops is strictly voluntary, not mandatory.
- J. Effective July 1, 1994 unit member performing home instruction, will be compensated at the rate of \$23.20 per hour. In addition, the employee shall receive mileage between the child's home and the child's school.
- K. Effective July 1, 1994 unit member performing the duties of time keeper for athletic events will be compensated at the rate of \$15.00 per event.
- L. Effective July 1, 1994, unit members conducting after school (including intramurals) or summer enrichment programs shall be compensated at the rate of \$23.20 per hour. Compensation is based on actual instructional/student time only.
- M. Part time faculty will be paid on a full day basis when administratively required to attend in service days.
- N. Mileage compensation to employees shall be at the prevailing IRS rate per mile.

recommendation until the grievance is heard by the Board according to the grievance procedure set forth heretofore in Article 3 at Level 4.

- d. The withholding of an increment shall result in the teacher remaining at the same salary guide level, if only the employment increment is withheld, or at the same salary, if both the employment and the adjustment increments are withheld, for the following year in which the action is taken. Ordinarily, such retention of a teacher at his previous salary shall not be readjusted and he shall annually receive such salary as shall reflect his actual employment service less the amount in dollars representing the increment or increments so withheld. The Board of Education shall review the performance of such teacher at least semi annually and may, upon such review, reinstate any such teacher to a position on the salary guide correctly reflecting his actual employment service, including or not intervening adjustment increments, or, if more than one increment has been withheld, to such level as shall have the effect of restoring him to the position on the salary guide, including or not intervening adjustment increments, as he would have attained had any individual or, at the Board's option, series of individual employment and/or adjustment increments not been withheld.

2. In order to be eligible for an increment, a teaching staff member must have worked more than one-half of the regular employment year. The phrase "worked" includes paid leave days.

- Q 1. Teaching staff members in the middle school shall be considered full-day personnel if they are assigned to five (5) teaching periods per day. Those teaching staff members who teach less than five (5) teaching periods shall be compensated at a rate of:

$$\frac{\text{The number of teaching periods}}{7} \times \text{Salary guide rate}$$

2. a. Compensation for part-time elementary teachers shall be based upon work performed (not including lunch and preparation periods) at the rate of 1/310th of the per diem rate (.0032258 of the per diem rate) times the number of minutes worked. To determine a day's pay during the term of this contract, the following formula shall be used:

$$\text{Annual salary} \times \frac{1}{184} \times .0032258 \times \text{number of minutes worked in a day}$$

- b. Teachers who work in district-wide positions will be paid under the formula in a. above.

1. In any case in which an employee at his own request or because of his own fault, shall not be put to work; or
2. In any case in which an employee shall not be put to work or shall be laid off after having been put to work, by reason of any strike or stoppage of work in connection with any labor dispute or for any other cause beyond the control of the Board; or
3. In any case in which the Board, for reasons beyond its control, shall not be able to notify an employee not to report to work.

**E. Responsibilities of Employees**

It shall be the responsibility of employees to keep the Board informed of their current address and telephone number.

**F. Pay Days - Clerical and Custodial Employees**

1. Clerical and custodial employees shall be paid one-half of the net regular monthly pay on the fifteenth day and the remaining one-half on the last working day of the month. When a pay day falls on or during a school, State or Federal holiday or weekend, the employees shall receive their paychecks on the last previous working day.
2. Checks dated for the pay date will be distributed at the end of the work day preceding the pay date, provided that the checks are in the District's possession at that time.

**G. Pay-Days - Bus Drivers and Other Hourly Employees**

Bus drivers and other hourly employees shall be paid on a semi monthly basis on the fifteenth and last working day of the month. When a pay day falls on or during a school, State or Federal holiday or weekend, the employees shall receive their paychecks on the last previous working day.

**H. Vacation Payment**

Employees may, by written request filed with the Secretary of the Board of Education thirty (30) days prior to their scheduled vacation, request an advance in pay for this period. Such advance may not equal the total net amount of monies due the employee for his vacation period. Said advance shall be made prior to the beginning of the vacation.

**I. Overtime**

Overtime earned from the 1st through the last day of the month will be paid on the 15th of the following month.

and in such cases, such employee shall be credited for seniority purposes for such services outside of the unit.

B. New employees retained beyond the probationary period shall be credited for seniority purposes with their length of service with the school district beginning with the original date of their employment.

C. Seniority shall be applied in the following seniority units:

Full-time Secretarial/Clerical employees  
Part-time Secretarial/Clerical employees  
Custodians  
Bus Drivers  
Classroom Aides

D. An employee shall lose all seniority rights for any of the following reasons:

1. Voluntary resignation.
2. Discharge for cause.
3. Failure of a laid off employee to return to work within five (5) working days after being recalled by registered mail addressed to employee at his last known address, return receipt requested, unless prevented from returning by illness or disability, notice and proper proof of which shall be supplied to the employer, within said period of five (5) days.
4. Failure to return to work immediately following recovery from illness or injury or following the end of a leave of absence or vacation or absence for three (3) or more working days without notifying the employer, provided that such failure to report was not beyond the control of the employee.
5. Layoff for a continuous period of one (1) year or more or for a continuous period equal to an employee's length of service, whichever is less.

E. In cases where there are several applications for use of vacation time, floating holidays or comp time which require a decision as to which employee or employees shall be granted time off, seniority shall prevail.

## ARTICLE 15

### WORK FORCE REDUCTION - SUPPORT STAFF

A. For the purposes of layoff, seniority in the separate units (clerical, custodial, bus drivers, and teacher aides) shall govern provided that the senior employee has the ability and physical fitness to perform satisfactorily the work required.

advance of all requests for absences due to personal business. The Superintendent may require the employee to submit documentation to substantiate his request. The Superintendent at his discretion may approve or deny the employee's request for a leave of absence for personal business. Part-time secretarial/clerical employees shall be entitled to one (1) day per year governed by the foregoing provisions. Classroom aides are not covered by this provision.

**D. Emergency Day**

The employee's immediate supervisor may, in his discretion, grant to any custodial or clerical employee one (1) emergency day per contract year, non-cumulative, should some unavoidable emergency occur necessitating the employee's absence from work. No more than one such emergency day shall be granted to any custodial or clerical employee in any contract year.

**E. Serious Family Illness**

Maximum of three (3) days per contract year, non-cumulative, for serious illness of members of the immediate family of custodial or clerical employees. Immediate family is defined as spouse, children, mother, father, or guardian who resides with the employee in his household. Serious illness is defined as one which requires hospitalization or is of an emergency nature. Leave granted under this provision is for the specific purpose of attending to the welfare of the sick person.

**F. Jury Pay**

An employee who is called for jury service shall be excused from work for the days on which he serves and he shall receive for each such day of jury service on which he otherwise would have worked, his straight-time hourly earnings. The employee will present proof of service.

**G. Exceptions**

The provisions of D., and E., above do not apply to classroom aides and part-time secretarial/clerical employees.

**ARTICLE 18**

**TEMPORARY LEAVES OF ABSENCE - TEACHERS**

**A. Personal Illness**

1. Pursuant to N.J.S.A. 18A:30-2, ten (10) school days per school year are granted subject to the limitations of Article 19 A. Any of said ten (10) school days not utilized that year shall be accumulative to be used for additional sick leave as

mother, father, or guardian. Serious illness is defined as one which requires hospitalization or is of an emergency nature. Leave granted under this provision is for the specific purpose of attending to the welfare of the sick person.

**G. Marriage**

A maximum of one (1) day per contract year, non-cumulative, will be granted for the wedding of the employee which takes place during the school year.

**H. Other Reasons**

Any absences granted for the reasons other than as stated in this Article, paragraphs A. through G. will result in the deduction of 1/200th of the yearly salary for each day's absence.

**ARTICLE 19**

**PERSONAL ILLNESS - MISCELLANEOUS**

- A.** Bargaining unit members employed after the beginning of the school year shall, at the time of employment, be credited with sick leave in an amount proportionate with the number of months and portion of a month remaining in the school year.
- B.** There shall be payment for unused sick leave upon retirement for all salaried, full-time unit members. All staff employed as of 7/1/94 who have been or shall be reduced to part time status by Board action, shall be entitled to unused sick leave reimbursement consistent with this article.
1. "Retirement" is defined as being eligible for, applying for and receiving a pension under T.P.A.F. or P.E.R.S.
  2. In order to be eligible for any payment the retiring employee must have fifty (50) accumulated sick leave days at the time of retirement.
  3. Only the first one hundred fifty (150) accumulated sick leave days shall be compensated.
  4. Teachers shall receive \$20.00 for each eligible day (\$3000 maximum). Eligible support staff employees shall receive \$12.00 for each eligible day (\$1800 maximum).
  5. There shall be a payment to the estate of any employee who passes away after official notice of retirement to T.P.A.F. but prior to the actual date of retirement.

intervene, and he must work as scheduled on the holiday. An employee shall be excused from the requirements of this subparagraph 2 only if his failure to work is because of sickness, death in his immediate family, or similar good cause. For the purpose of this subparagraph 2, a day for which an employee is given prior approval to be excused from work shall not be considered a scheduled work day.

- D. An employee desiring to take the floating holiday must notify his supervisor three (3) days in advance. The floating holiday will, so far as practicable, be granted at the time desired by the employee. The final right to allot the number of employees taking the floating holiday and to change such allotments is exclusively reserved to the Board in order to insure the orderly operation of the school district.

## ARTICLE 21

### VACATIONS - SUPPORT STAFF

- A. All twelve-month secretaries and custodians in the employ of the Board on June 30 shall be entitled to vacation time according to the following schedule:

<u>Length of Service as of June 30</u>	<u>Vacation Days</u>
4 months through 6 months	3 working days
More than 6 months through 12 months	5 working days
1 through 4 years	10 working days
After 5 years of service	11 working days
After 6 years of service	12 working days
After 7 years of service	14 working days
After 8 years of service	14 working days
After 9 years of service	16 working days
After 10 years of service	16 working days
After 11 years of service	18 working days
After 12 years of service	20 working days

Employees must take vacations to which they are entitled within the year following the year in which it was earned. Unused vacation days are not cumulative.

- B. 1. Each eligible employee shall be requested to and shall specify the vacation period or periods he desires. Vacations will, so far as practicable, be granted at times most desired by employees and, in the event of conflicting requests by the employees, other factors being equal, on the basis of seniority of the employees. The final right to allot vacation periods and to change such allotments is exclusively reserved to the Board in order to insure the orderly and efficient operation of the school district.



or a physician of its choosing, confer with the employee's physician. The Board may require the employee to be examined by its own physician if recommended by the Board's physician after said conference. Said examination will be at the Board's expense.

6. In all cases where there is a dispute or difference of opinion between the employee's physician and the Board's physician, the two doctors will select a third, and the parties will be governed by the opinion of the third physician. Should the doctors not agree on such third doctor, he will be selected by the County Medical Society. The expense of the third physician will be shared by the parties.
7. The employee requesting a leave under the provisions of C.8 and C.9 shall specify in writing the date on which he wishes to commence said leave and the date on which he wishes to return to employment following recovery from said disability.
8. If the provisions of the foregoing sections have been met, the Board shall grant an unpaid leave of absence to an employee up to the balance of the year which concludes on June 30.
9. The employee may seek an additional unpaid leave of absence of one full school year or less by making application to the Superintendent no later than April 1 of the school year in which the disability leave commenced. The application shall include the employee's statement as to the period of additional unpaid leave required, not to exceed one additional school year. It must be accompanied by a physician's statement pursuant to C.5.
10. The provisions of C.1. through C.9. inclusive shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence to any nontenured teacher beyond the end of the contract school year in which the leave is obtained.
11. Because the dates of termination may not coincide with natural divisions in the school calendar, the Board retains the right to set the return date for leaves under C.1. through C.10. inclusive in order to avoid substantial interference with the administration of the schools or with the education of the students. Said termination date shall not be delayed by the Board for longer than the nearest ending of a marking period.

**D. Temporary Disability Leave Due to Pregnancy**

1. Any pregnant employee will be deemed eligible for sick leave to the extent allowable or to utilize accumulated sick leave commencing with the ninth month of pregnancy or twenty (20) working days prior to the expected date of birth (whichever date occurs last) and shall continue until twenty (20) working days or one month after the birth of a child (whichever date occurs first).

- F. If an employee works for more than one-half of their normal employment year before commencement of a leave under A., C., or E., upon return, they shall receive a full year's credit on the salary guides contained herein. The phrase "works" includes paid leave days.

G. Sabbatical Leaves

The Board agrees that it will consider request for sabbatical leaves upon the following conditions:

1. Only one teacher under tenure may be granted a sabbatical leave for a period of one school year during any single school year, and no sabbatical leave shall be granted in the school year immediately following a school year in which a sabbatical leave has been in effect.
2. Salary shall be paid during a sabbatical leave at one-half of the salary to which such tenured teacher would otherwise be entitled. Such payment shall be the full compensation to be paid during said leave; no travel allowances shall be provided.
3. No teacher shall be granted a sabbatical leave unless he shall have completed seven (7) full years in the Green Brook School System.
4. Such sabbatical leave shall be only for the purpose of completing residency requirements for either a doctorate degree in education or an educational specialist's degree, and then only upon the determination of the Board that such advanced degree will benefit the Green Brook School System.
5. Nothing herein shall require the Board to grant any sabbatical leave, and any such leave which may be granted shall first receive the approval of the Board upon recommendation of the Superintendent of Schools. The major criteria to be considered by the Board are:
  - a. how the advanced degree will benefit the Green Brook School System, and
  - b. the effect of such school year's absence upon the Green Brook School System.
6. Each teacher accepting a sabbatical leave shall sign a contract with the Board agreeing to serve for at least two (2) years in the Green Brook School System after completion of the sabbatical leave.

H. Military Leave

The Board will comply with the provisions of the applicable Federal and State Statutes.

taken during the second semester of a school year, a teacher must be on the payroll of the Board of Education as of September 1 of the following year.

C. Amount

The reimbursement for satisfactory completion of an approved course shall be in an amount equal to 100% of the Rutgers University tuition for that year for any course in which the teacher shall receive an A or B grade. There shall be no reimbursement for any course in which the teacher shall receive less than a B grade.

D. Approved Courses

No course shall be considered to have been approved by the Board of Education unless and until the teacher concerned shall have made a request for approval of such course, in writing, to the school administrator, prior to the enrollment in said course by said teacher. Such approved courses may be either academic or professional subject matter, and they must be of such nature that they could make a positive contribution to the teacher's excellence in performance within the scope of his employment within the Green Brook School System. Recognizing the fact that certain courses which may not be directly within the scope of a teacher's employment may be of value in preparing that teacher for another position in the Green Brook School System, the Board of Education, upon recommendation of the Superintendent, may approve a course or courses not wholly within the scope of a teacher's existing position within the Green Brook School system where such course or courses, in the opinion of the Superintendent, may be of future value to the Green Brook School System.

## ARTICLE 25

### PERSONNEL RECORDS

A. File

An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained in it. An employee shall be entitled to have a representative of his choosing accompany him during such a review.

B. Derogatory Material

No material derogatory to an employee's conduct, service, character, or personality or any material which could have an adverse effect on an employee's status shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents

#### **D. Reports**

Evaluation reports shall be presented to each teacher in accordance with the following procedures:

1. Such reports shall be issued in the name of the evaluator. The evaluator is the person who observed the teaching performance as required heretofore in this Article.
2. Such reports shall be addressed to the teacher.
3. Such reports shall be written in narrative form and shall include, when pertinent:
  - a. Strengths of the teacher as evidenced during the period elnce the previous report.
  - b. Areas of improvement needed by the teacher as evidenced during the period since the previous report.
  - c. Specific suggestions as to measures which the teacher might take to Improve his performance in each of the areas wherein weaknesses have been indicated.

### **ARTICLE 27.**

#### **TRANSFERS AND REASSIGNMENTS**

- A. Teachers who desire a change in grade and/or subject may file a written statement with the principal no later than April 1.
- B. The Superintendent shall deliver to the Association a list of known vacancies as they occur. This list shall also be posted in each echool bulding.
- C. In the event that a teacher objects to a change in grade and/or subject assignment, he may meet with the principal if he makes a request to do so within five (5) calendar days of the notice of reassignment. In the event that the teacher is dissatisfied with the results of this meeting, he may meet with the Superintendent. At each meeting, he may be accompanied by a representative of his own choosing.
- D. All full-time teachers shall be given written notice of class and/or subject assignments, and elementary school room stations not later than June 5 and master list of teaching assignments will be provided to the association.

Jersey State Health Benefits Plan or its equivalent. The Board shall pay the full premium for such full-time employee and his immediate family dependents.

2. The Board will make provisions for continuance of major medical insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association, the full cost to be borne by the retired person.

- B. All full-time employees shall receive prescription coverage. Effective July 1, 1994 and the duration of this agreement, the per employee annual cap on the Board contribution to this plan shall be: \$350.00 for single coverage; \$850.00 for husband and wife or family coverage; and \$470.00 for parent and child coverage.
- C. There shall be a family dental plan.. Effective July 1, 1994, and for duration of this agreement the per employee annual cap on the Board contribution to this plan shall be: \$295.00 for single coverage; \$490.00 for husband and wife or parent and child coverage; and \$805.00 for family coverage.
- D. Insurance under A, B., and C. above shall be provided to those unit employees who are regularly scheduled to work twenty (20) or more hours per week.
- E. When available, the Board will provide to each covered employee a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above.

### ARTICLE 31

#### DUES CHECKOFF

- A. The Board agrees to deduct the monthly Association membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted and the individual employee names shall be certified to the Board by the NJEA, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association after such deductions are made.

#### B. Indemnity Clause

The provisions of this Article shall be effective in accordance and consistent with provisions of state and federal law. The Association shall indemnify the Board and hold it harmless against any and all suits, claims, demands, and liabilities that shall arise out of, or reason of, any action that shall be taken by the Board for the purpose of complying with Section A. of this Article or in reliance on any list or notice which shall have been furnished to the Board under any such provisions.

2. If by Board, to:

Green Brook Education Association  
P.O. Box 154  
Dunellen, New Jersey 08812


### ARTICLE 33

#### DURATION OF THE AGREEMENT

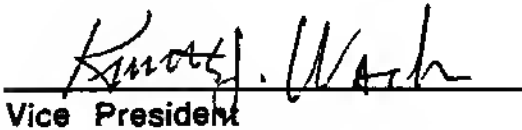
- A. This Agreement shall be effective as of July 1, 1994, and shall continue in effect for all provisions until June 30, 1996. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.
- B. The parties agree that this contract will not be reopened as a result of passage of any minimum teaching salary legislation during the term of this contract.

GREEN BROOK BOARD OF EDUCATION

GREEN BROOK EDUCATION ASSOCIATION

  
President

  
Chairperson, Negotiations Committee

  
Vice President

  
Vice PRESIDENT, GREEN BROOK EDUCATION ASSOCIATION

#### SIDEBAR

A committee shall be established to review and revise the teacher evaluation instrument. Teacher representation for this committee shall be appointed by GBEA.

**Green Brook School District Teacher Salary Guide  
1995-1996 School Year**

STEP	YRS. EXP	BA	BA + 15	MA	MA + 30
A	0	32880	33480	34880	35380
B	1	33900	34500	35900	36400
C	2	34500	35100	36500	37000
D	3	35000	35600	37000	37500
E	4	35500	36100	37500	38000
F	5 - 8	36500	37100	38500	39000
G	9	37500	38100	39500	40000
H	10 - 13	38640	39240	40640	41140
I	14	41000	41600	43000	43500
J	15 -16	43900	44500	45900	46400
K	17	47000	47600	49000	49500
L	18 - 19	50000	50600	52000	52500
M	20	52900	53500	54900	55400
N	21 - 22	54851	55451	56851	57351
O	23+	56750	57350	58750	59250

- A. All teachers with between 10 and 15 years in Green Brook will receive . \$300 for longevity.  
All teachers with over 15 years in Green Brook will receive . \$500 for longevity.
- B. Credits under this guide are graduate credits.

**Green Brook School District Custodial Staff Salary Guide  
1994-1995 and 1995-1996 School Year**

STEP	1994-95		1995-96	
1	25701		26754	
2	26066		27134	
3	26431		27514	
4	26814		27914	
5	27396		28250	
6	27561		28691	
7	27935		29080	
8	30021		31252	
9	32221		33542	
10	34422		35883	

Employees move vertically from 1994-95 to 1995-96

A. All custodians with between 10 and 15 years in Green Brook will receive \$300 for longevity.

All custodians with over 15 years in Green Brook will receive \$500 for longevity.

B. Boilers License \$650 per contract year

C. Van License \$210 per contract year

D. Substitute Head Custodian Rate \$7.85 per day



SCHEDULE E

EXTRA-CURRICULAR SALARY GUIDES

<u>Position</u>	<u>1994-96</u>
Athletic Director	\$ 2174
AVA Carrier	1041
AVA Elem.	701
AVA Middle	701
Baseball	1841
Basketball (Boys and Girls)	2784
Soccer	1841
Softball	1841
Year Book	846
Newspaper/Lit. Magazine	906
Photographer	544
Student Council	695
8th Grade Advisor	695
Printer/Graphic Arts	544